

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE POUGHKEEPSIE CITY SCHOOL DISTRICT, HEREINAFTER "THE DISTRICT", AND THE POUGHKEEPSIE PUBLIC SCHOOL TEACHERS ASSOCIATION, HEREINAFTER "THE PPSTA";**

**WHEREBY THE PARTIES AGREE TO A FOUR YEAR SUCCESSOR AGREEMENT TO THE AGREEMENT BETWEEN THEM THAT EXPIRED ON JUNE 30, 2014, THAT COVERS THE PERIOD FROM JULY 1, 2014 THROUGH JUNE 30, 2018, AS FOLLOWS:**

All other provisions of their current collective bargaining agreement not modified by the provisions below shall remain unchanged.

**1. ARTICLE X TEACHING ASSISTANTS**

Add as a new "Section 3" the following:

"Effective July 1, 2017 the District may utilize Teaching Assistants instead of teachers to perform needed per diem substitute service."

**2. ARTICLE XII SALARIES**

A. Update Section 5.1(a) - Salary Schedules to reflect the following:

There will be no change to the 2013-14 School Year Salary Schedule for the 2014-2015 school year;

Effective July 1, 2015 increase Steps 1 through 15 of the 2014-15 school year Salary Schedule each by \$250;

Effective July 1, 2016 increase Steps 1 through 15 of the 2015-16 school year Salary Schedule each by \$250;

Effective July 1, 2017 increase Steps 1 through 15 of the 2016-17 school year Salary Schedule each by \$275.

B. Section 5.1(a)-Longevity

Effective July 1, 2016 Increase Year 17, 19, 21 and 26 longevity each by \$600;

Effective July 1, 2017 Increase Year 17, 19, 21 and 26 longevity each by \$600.

12/7/16  
JG

**3. ARTICLE XIV HEALTH AND RELATED INSURANCE**

Section 1.1-Health Insurance: Modify the provisions of the first two paragraphs to read as follows:

“Effective February 1, 2017 the District shall contribute 89% of the current school year DEHIC Alternate PPO Premium for the 2016-17 school year for individual and family coverage for all unit members enrolled in the PPSTA Trust Health Insurance Plan.

Effective February 1, 2018 he District shall contribute 88.5% of the current school year DEHIC Alternate PPO Premium for the 2017-18 school year for individual and family coverage for all unit members enrolled in the PPSTA Trust Health Insurance Plan.”

Add the following to the fourth (4<sup>th</sup>) Paragraph of Section 1.1 after the 1<sup>st</sup> sentence:

“Contribution in Retirement: For unit members who opt for 10% employee individual or family health insurance premium contributions in retirement, by declaring the option in writing to the business office by February 1<sup>st</sup> in their 23<sup>rd</sup> year of credited service in the District or by February 1, 2017 for those unit members who declare the option in writing to the business office and who will have exceeded their 23<sup>rd</sup> year of credited service in the District by that date, there shall be a new longevity payable to persons making such irrevocable selection as follows:

Additional special longevity payment at Year 24 of \$1,000; and  
Additional special longevity payment at Year 27 of \$1,000”

**4. ARTICLE XXV IN-SERVICE AND CURRICULUM FUNDS**

Section 1 - Add the following sentence:

“For the 2017-2018 school year only, it is agreed that the District shall not be obligated to provide the \$50,000 specified for curriculum development by unit members.”

**5. TIMEPIECE:**

The Notice of Claim filed by the PPSTA regarding the District’s utilization of Timepiece is hereby withdrawn without prejudice against being refiled at a later time in return for which the District agrees to return to the status-quo ante, reserving its rights, without prejudice to reinstitute the use of Timepiece.

*Handwritten signature and date: 12/1/10*

6. ANNUAL PROFESSIONAL PERFORMANCE REVIEW - EDUCATION LAW §3012-d:

The Parties agree to the terms of the District's November 21, 2016 proposed APPR SMOA, as issued to the PPSTA Negotiations Team by email dated November 21, 2016. If provisions infused into the Plan Document submitted to the New York State Education Department (NYSED) Review Room are found to be non-compliant for Plan approval purposes, the PPSTA agrees that non-substantive changes may be submitted by the District for which its President shall sign approval of without further negotiations. If there is a question regarding the non-substantive nature of such required change or changes, each party shall present its proposed language to the Mediator (Howard Edelman) who shall serve in the capacity of an interest arbitrator to determine if the change(s) is substantive or non-substantive and, if substantive, he shall determine the language to be submitted to NYSED.

7. PAY FOR INTEREST ARBITRATOR:

The Parties agree that if it becomes necessary to engage the interest arbitrator, as referred to in paragraph "6" herein, by notice of either party to the other party, the fees of the interest arbitrator shall be borne equally by the Parties.

SO AGREED THIS 30<sup>th</sup> DAY OF NOVEMBER 2016, SUBJECT TO RATIFICATION BY THE RESPECTIVE CONSITUENCIES.

THE DISTRICT

THE PPSTA

BY: [Signature] 12/7/16

BY: Susan Vogel

[Signature]

Yeneria Cas

[Signature]

[Signature]

[Signature]

Stephanie De

*Handwritten initials and date: 12/7/16*

